

extortion, is such an unequivocal affirmation of the contract as to amount to a waiver of the complainant's right to rescind the contract upon these grounds even if proved.

5. When one party makes against another a claim in the existence and amount of which he has an honest belief, and the other agrees to pay it without investigation, such agreement, made in good faith, cannot afterwards be repudiated on the ground that the amount is excessive. *Dixon v. Evans*, L.R. 5 E. & I. Ap. 606, applied; *Smith v. Cuff*, 6 M. & S. 160, distinguished; see also Leake on Contracts, 6th ed., p. 259, and *Lindsay Petroleum Co. v. Hurd*, L.R. 5 P.C. 240.

C. P. Wilson, K.C., and J. F. Kilgour, for plaintiffs. J. E. O'Connor and S. H. McKay, for defendants.

Macdonald, J.]

SIEMENS v. DIRKS.

[April 9.

*Registry Act—Deposit of mortgage with registrar—Statutory requirements of registration.*

The mere deposit of an instrument with the registrar does not amount to a registration under the Manitoba Registry Act, R.S.M. c. 150, s. 50; the certificate of the registrar is required to be endorsed on the instrument to make the registration complete; the registrar must endorse the actual date of the registration and the endorsement of an erroneous date of registration will not give priority over an instrument which had been previously registered.

*Harris v. Rankin*, 4 Man. R. 115, distinguished.

An action by Siemens the mortgagee against Dirks the mortgagor and Long a subsequent purchaser from Dirks without notice of the mortgage, claiming payment of the amount due for principal and interest and in default for foreclosure. The defendant Long counterclaiming for rent of the premises from the date of his purchase.

The plaintiff's action was dismissed against the defendant Long, and the counterclaim was also dismissed.

Williams and Tench, for plaintiff. Hoskin, K.C., and Montague, for defendant.